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21 Attorneys for Plaintiff
22 SAMMY ZIADEH

16
17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA

19 SAMMY ZIADEH, individually and on behalf of
20 and all others similarly situated,

Case No. 5:20-CV-01857

21 Plaintiffs,

[Assigned to the Honorable Lucy H. Koh,
22 Courtroom 8, 4th Floor]

23 v.

**JOINT STIPULATION TO ARBITRATE
PLAINTIFF'S INDIVIDUAL CLAIMS
AND DISMISS CLASS AND
COLLECTIVE CLAIMS**

24 RANDSTAD TECHNOLOGIES, LLC,

25 Date Action Filed: March 16, 2020

Defendant.

1 This Stipulation is made by and between Plaintiff Sammy Ziadeh (“Plaintiff”) and Defendant
2 Randstad Technologies, LLC (“Defendant”), by and through their respective attorneys of record.

3 The Stipulation is made with reference to the following facts:

4 1. WHEREAS, Plaintiff filed an individual and purported class and collective action Complaint
5 in the United States District Court for the Northern District of California on March 16, 2020
6 (“Complaint”);

7 2. WHEREAS, Defendant has not been served with the Complaint and has not filed a response
8 to the Complaint, and reserves the right to file its response to the Complaint, as appropriate;

9 3. WHEREAS, pursuant to the arbitration agreement attached hereto as Exhibit A, Plaintiff’s
10 individual claims are subject to binding arbitration, and he voluntarily agreed to a class and collective
11 action waiver;

12 4. WHEREAS, the parties have agreed that in order to avoid the time and expense of litigating a
13 Motion to Compel Arbitration and Dismiss Class and Collective Claims, the parties have agreed and will
14 stipulate to submit Plaintiff’s individual claims to arbitration and to dismiss his class, and collective
15 claims without prejudice.

16 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the parties as follows:

17 1. Plaintiff’s class and collective claims are dismissed without prejudice; and

18 2. Plaintiff’s individual claims may proceed only in individual arbitration and are therefore
19 dismissed without prejudice.

20 **IT IS SO STIPULATED**

23 DATED: July 2, 2020

Respectfully submitted,

24 SEYFARTH SHAW LLP

25 By: /s/ Ryan McCoy

26 Sheryl L. Skibbe

27 Ryan McCoy

28 Attorneys for Defendant Randstad Technologies, LLC

1
2 DATED: July 2, 2020
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Respectfully submitted,

4 PARMET PC
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6 By: /s/ Matthew S. Parmet
7 Matthew S. Parmet
8 Attorneys for Plaintiff
9

10 **ECF ATTESTATION**
11

12 I, Ryan McCoy, attest that concurrence in the filing of this Stipulation has been obtained from
13 the signatory Matthew S. Parmet, counsel for Plaintiffs. See L.R. 5-1(i)(3).
14

15 DATED: July 2, 2020
16

Respectfully submitted,

17 SEYFARTH SHAW LLP
18

19 By: /s/ Ryan McCoy
20 Sheryl L. Skibbe
21 Ryan McCoy
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23 Attorneys for Defendant Randstad Technologies, LLC
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[Proposed] ORDER

Pursuant to stipulation, Plaintiff's claims are dismissed without prejudice. The Clerk shall close the file.

DATED: July 2, 2020

Lucy H. Koh
The Honorable Lucy H. Koh
United States District Judge

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